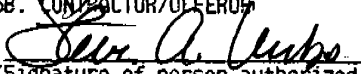
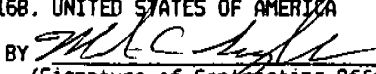


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 84
2. AMENDMENT/MODIFICATION NO. 888848	13. EFFECTIVE DATE 01JAN08	14. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)	
6. ISSUED BY 820 CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX	CODE FA3020 76311-2746	7. ADMINISTERED BY (If other than Item 6) 2001 FEB 26 AM 10:02	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)  RAYTHEON AEROSPACE COMPANY 555 INDUSTRIAL DRIVE SOUTH MADSISON, MS 39110-9072			(x)	9A. AMENDMENT OF SOLICITATION NO.
				9b. DATED (See item 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. F4168997C0509
				10B. DATED (See item 13) 97OCT01
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) CODE: F60700 5713400 301 6444 44212U 030000 56922 000000 660700 FX3020				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14. (x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A. B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b). C. This supplemental agreement is entered in pursuant to authority of: X I-547, FAR 52.243-1, CHANGES FIXED PRICE (APR 1984) ALT 1 D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor is not, is required to sign this document and return ALL copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  POC: SNYDER, MARK PHONE: 9406767653  SEE SCHEDULE				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) STEVEN A. NARBO CONTRACT MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK C. SNYDER MARK.SNYDER@SHEPPARD.AF.MIL		
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 2-21-2001	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 22 Feb 2001	

RAYTHEON AEROSPACE COMPANY

TIN # 112288712 DUNS # 091441089 CAGE # 1P006

14A. THE PURPOSE OF THIS MODIFICATION IS TO EFFECT THE FOLLOWING CHANGES:

- (1) OBLIGATE FUNDS ON CLINS 3008 AND 3009 FOR PURCHASE OF MATERIALS AND PARTS IN SUPPORT OF THIS CONTRACT.
- (2) TO ADD THE CORROSION CONTROL FACILITY TO TECHNICAL EXHIBITS 3A AND 5A.
- (3) TO CORRECT PERFORMANCE WORK STATEMENT PARAGRAPH 3.1.3.1.
- (4) TO CORRECT AN ADMINISTRATIVE ERROR IN MODIFICATION A00039, IN SECTION 6 ON PAGE 12C.
- (5) ADD CONTRACT CLAUSES FAR 52.251-1 AND DFARS CLAUSE 252.251-7000 TO THE CONTRACT FOR USING GOVERNMENT SOURCES OF SUPPLY BY THE CONTRACTOR.

14B. THE FOLLOWING FUNDS ARE OBLIGATED:

- (1) CLIN 3008 IS INCREASED BY A TOTAL OF \$180,000.00 CHANGING THE CLIN TOTAL FROM \$30,000.00 TO \$210,000.00. ACCOUNTING CLASSIFICATION AND ACCOUNTING APPROPRIATION DATA FOR THIS ACTION IS:  
5713400 301 6444 44212U 030000 56922 000000 660700 FX3020 FOR:  
\$180,000.00
- (2) CLIN 3009 IS INCREASED BY A TOTAL OF \$117,000.00 CHANGING THE CLIN TOTAL FROM \$19,500.00 TO \$136,500.00. ACCOUNTING CLASSIFICATION AND ACCOUNTING DATA FOR THIS ACTION IS:  
5713400 301 6444 44212U 030000 56922 000000 660700 FX3020 FOR:  
\$117,000.00

14C. PURSUANT TO 82 CONS/LGCA LETTER DATED 9 NOVEMBER 2000 AND RAYTHEON AEROSPACE COMPANY LETTER NUMBER RA-728-ATC-01-009, DATED 29 NOVEMBER 2000 TECHNICAL EXHIBITS 3A AND 5A ARE MODIFIED TO ADD THE CORROSION CONTROL FACILITY AT BUILDING 1360 AS A NO COST CHANGE TO THE CONTRACT.

14D. PURSUANT TO 82 CONS/LGCA LETTER DATED 1 DECEMBER 2000 AND RAYTHEON AEROSPACE LETTER NUMBER RA-728-ATC-01-010, DATED 5 DECEMBER 2000 A NO COST CLARIFICATION CHANGE TO FWS PARAGRAPH 3.1.3.1. IS HEREBY MADE TO CLARIFY THE GOVERNMENT PROVIDED MATERIALS AND PARTS FOR THE CONTRACT ON THE REIMBURSABLE CLINS.

14E. PURSUANT TO THE AUTHORITY STATED IN FAR 43.103(B), CONTRACT MODIFICATION A00039 IS HEREBY CORRECTED ON PAGE 12C OF 63 WITH THE CORRECT ACCOUNTING AND CLASSIFICATION CODES AND THE APPROPRIATE MODIFICATION NUMBER IN THE MOD # COLUMN FOR FY 2001.

14F. PURSUANT TO MODIFICATION A00039, THE CONTRACTOR IS AUTHORIZED TO USE GOVERNMENT SOURCES OF SUPPLY, I.E. GSA, UNICOR, AND NIB/NISH SOURCES OF SUPPLY ON THIS CONTRACT. THEREFORE, FAR CLAUSE 52.251-1 AND DFARS 252.251-7000 ARE HEREBY INCORPORATED INTO THE CONTRACT TO PRESCRIBE THE CONTRACTOR'S USE OF GOVERNMENT SOURCES OF SUPPLY.

14G. STANDARD FORM 1447, IS HEREBY CHANGED FROM "ESTIMATED \$26,161,807.24" TO "ESTIMATED \$26,458,807.24" AN INCREASE OF \$297,000.00.

14H. THE FOLLOWING CONTRACT PAGES WHICH ARE ATTACHED TO THIS MODIFICATION SHALL BE DISPOSITIONED AS INDICATED BELOW:

DELETE PAGE #	INSERT PAGE #
6 OF 63 THRU 6A OF 63	6 OF 63 THRU 6A OF 63
12B THRU 12C	12B THRU 12C
24 OF 63 THRU 26 OF 63	24 OF 63 THRU 26 OF 63
C-3-5 THRU C-3-11	C-3-5 THRU C-3-11
TE-3-25 THRU TE-3-26	TE-3-25 THRU TE-3-26
TE-5A-2	TE-5A-2

14I. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 10A, AS HERETOFORE CHANGED, REMAINS UNCHANGED AND IN

( CONTINUED )

A00040

01JAN08

F4158997C0509

03

RAYTHEON AEROSPACE COMPANY

FULL FORCE AND EFFECT.

( CONTINUED )



**CONTRACT F41689-97-C0509**  
**Modification A00040**

**SECTION B**

**SUPPLIES AND SERVICES TO BE PERFORMED:** Contractor shall provide trainer and equipment maintenance services to support the Technical Training Center located at Sheppard AFB TX to include satellite maintenance activities in accordance with Section C, Performance Work Statement.

**ITEM**

3001 N/A \$ Zero Priced

3002 Third Option Period (01 Oct 00 thru 30 Sep 01)

The offeror shall submit the proposed total pricing arrangement below based on the projected transfer dates identified in the workcenter bid schedule.

Target Cost	\$5,859,352.74
Modification A0005	\$133,451.29
Modification A0009	\$53,221.92
Modification A0013	(\$612.43)
Modification A00020	\$43,693.29
Modification A00034	\$155,961.95
Modification A00037	(\$18,003.34)
<b>Total Target Cost</b>	<b><u>\$6,227,065.42</u></b>
Target Profit	\$351,561.16
Modification A0005	\$7,967.25
Modification A0009	\$3,177.43
Modification A0013	(\$36.56)
Modification A00020	\$2,610.80
Modification A00034	\$9,357.72
Modification A00037	(\$1,080.20)
<b>Total Target Profit (6.00%)</b>	<b><u>\$373,557.60</u></b>
<b>Total Target Price (106.00%)</b>	<b><u>\$6,600,623.02</u></b>
<b>Ceiling Price (106.00%)</b>	<b><u>\$6,600,623.02</u></b>

<b>Share Formulas:</b>	<b>GOVERNMENT /CONTRACTOR</b>
<b>Over Target (%)</b>	<b>0 /100</b>
<b>Under Target (%)</b>	<b>70 /30</b>

3003 **Reimbursable Travel** **NOT TO EXCEED \$ 40,000.00**

(Cost reimbursement basis only. No overhead or profit will be paid in support of this CLIN.

Rates shall not exceed those established in the Joint Travel Regulations - in effect at the time of travel - for both per diem and travel expenses - IAW Section Section H-901)

NOTE: If, at the convenience of the Government it is determined to be more cost effective for a commercial instructor to travel to Sheppard Air Force Base or any one of the other sites on contract to conduct training on new equipment/systems reimbursement will be made from Reimbursable Travel CLIN. The Contractor shall purchase training, at their expense and request reimbursement from the Government under the Reimbursable Travel CLIN.

**CONTRACT F41689-97-C0509**  
**Modification A00040**

**ITEM**

**SECTION B**  
**THIRD OPTION YEAR CONTINUED**

- 3004 Unpacking, assembly, repairs and any requirement in preparation for bringing trainers and other equipment on line.

0.00	\$23.70	NOT TO EXCEED	\$ -
(Estimated Hours)	(Hourly Rate**)		(Estimated Total)

\* NOTE 1: The Mobilization Period is a one-time CLIN included in the Basic Year.

\*\*NOTE: The hourly rate is to be a loaded rate including profit.

- 3005 Munitions support for flight training mission on pre-approved weekend and after hours munitions support of Sorties at the 80th Flight Training Wing.

590.14	\$33.89	NOT TO EXCEED	\$ 20,000.00
(Estimated Hours)	(Hourly Rate***)		(Estimated Total)

\*\*\*NOTE: The hourly rate is to be a loaded rate including profit.

- 3006 Area Wage Determination FY 98 \$ 25,337.30

- 3007 Area Wage Determination FY 2000 \$ 33,133.42

- 3008 Reimbursable Acquisition Credit System for NOT TO EXCEED \$ 210,000.00  
 acquisition of material, parts, subassemblies, equipment for maintaining trainers/training aids/support equipment expenditures shall not to exceed those established in PWS paragraph 5.4. Unless prior approval of the ACO is given for Sheppard AFB, TX; Fort Eustis, VA; and NAS Pensacola, FL. Overhead nor profit will be added to the reimbursement costs.

- 3009 Reimbursable Acquisition Credit System for NOT TO EXCEED \$ 136,500.00  
 acquisition of material, parts, subassemblies, equipment for maintaining trainers/training aids/support equipment expenditures shall not exceed those established in PWS paragraph 5.4. Unless prior approval of the ACO is given for Goodfellow AFB, TX. Overhead nor profit will be added to the reimbursement costs.

**SECTION G**

**BASIC PERIOD FY 98**

(1 October 1997 through 30 September 1998)

MOD #	CLIN	ACCOUNTING & ACCOUNTING AND APPROPRIATION DATA	AMOUNT
P00001	0002	5783400 308 6444 44212U 03 56922 660700 AFO ID 186 *	\$ 6,094,984.39
P00001	0002	5783400 308 6444 B9210E 03 56922 660700 AFO ID 176 *	\$ 60,000.00
P00001	0003	5783400 308 6444 44212U 03 56922 660700 AFO ID 186 *	\$ 25,000.00
A00004	0005	5783400 308 6444 B9210E 03 56922 660700 AFO ID 246	\$ 20,000.00
A00005	0002	5783400 308 6444 44212U 03 56922 660700 AFO ID 175	\$ 110,566.13
A00005	0003	5783400 308 6444 44212U 03 56922 660700 AFO ID 175	\$ 15,000.00
A00007	0006	5783400 308 6444 44212U 03 56922 660700 AFO ID 443	\$ 25,337.30
A00009	0002	5783400 308 6444 44212U 03 56922 660700 AFO ID 444	\$ 28,918.99
A00010	0007	5783400 308 6436 601010 03 56922 660700 AFO ID 747	\$ 13,838.33
A00011	0003	5783400 308 6444 44212U 03 56922 660700 AFO ID 186	\$ (12,000.00)
A00013	0002	5783400 308 644 44212U 03 56922 660700 AFO ID 1112	\$ 16,041.40
A00013	0005	5783400 308 6444 B9210E 03 56922 660700 AFO ID 246	\$ (19,375.16)
A00022	0003	5783400 308 6444 44212U 03 56922 660700 AFO ID 186	\$ (2,494.02)
A00022	0005	5783400 308 6444 B9210E 03 56922 660700 AFO ID 246	\$ (315.00)

**BASE YEAR TOTAL:**

**\$ 6,375,502.36**

\* NOTE: Accounting & Appropriation Data was corrected in Modification A00003

**OPTION YEAR ONE FY 99**

(1 October 1998 through 30 September 1999)

MOD #	CLIN	ACCOUNTING & ACCOUNTING AND APPROPRIATION DATA	AMOUNT
A00014	1002	5793400 309 6444 44212U 03 56922 660700 AFO ID 30	\$ 6,335,901.97
A00014	1002	5793400 309 6444 B9210E 03 56922 660700 AFO ID 30	\$ 60,000.00
A00014	1003	5793400 309 6444 44212U 03 56922 660700 AFO ID 30	\$ 40,000.00
A00014	1005	5793400 309 6444 B9210E 03 56922 660700 AFO ID 30	\$ 20,000.00
A00014	1006	5793400 309 6444 44212U 03 56922 660700 AFO ID 30	\$ 25,337.30
A00019	1002	5793400 309 6444 44212U 56922 03 660700	\$ 973.98
A00020	1002	9790130.1883 2X9 43FL V85983 B8 599 660700 AFO ID 163	\$ 16,000.00
A00020	1002	5793400 309 6444 44212U 56922 03 660700	\$ 1,289.45
A00022	1003	5793400 309 6444 44212U 03 56922 660700 AFO ID 30	\$ (15,000.00)
A00022	1005	5793400 309 6444 B9210E 03 56922 660700 AFO ID 30	\$ (19,000.00)

**OPTION YEAR ONE TOTAL:**

**\$ 6,465,502.70**

**OPTION YEAR TWO FY 00**

(1 October 1999 through 30 September 2000)

MOD #	CLIN	ACCOUNTING & ACCOUNTING AND APPROPRIATION DATA	AMOUNT
A00026	2002	5703400 300 6444 44212U 56922 03 660700	\$ 6,386,513.42
A00026	2002	5703400 300 6444 B9210E 56922 03 660700	\$ 60,000.00
A00026	2002	9700130.1883 2X0 43FL V85983 B8 592 660700 AFO ID 82	\$ 2,000.00
A00026	2003	5703400 300 6444 44212U 56922 03 660700	\$ 40,000.00
A00026	2005	5703400 300 6444 B9210E 56922 03 660700	\$ 20,000.00
A00026	2006	5703400 300 6444 44212U 56922 03 660700	\$ 25,337.30
A00028	2007	5703400 300 6444 44212U 56922 03 660700	\$ 33,133.42
A00030	2002	5703400 300 6444 44212U 56922 03 660700	\$ 9,650.30
A00033	2002	5703400 300 6444 44212U 030000 56922 000000 660700	\$ 2,074.00
A00035	2002	9700130.1883 2X0 43FL V85983 B8 592 660700 AFO ID 82	\$ (976.85)
A00035	2002	5703400 300 6444 44212U 030000 56922 000000 660700 FXXXXX	\$ 976.85
A00035	2005	5703400 300 6444 B9210E 56922 03 660700	\$ (18,500.00)
A00038	2003	5703400 300 6444 44212U 56922 03 660700	\$ (8,000.00)
OPTION YEAR TWO TOTAL:			\$ 6,552,208.44

**OPTION YEAR THREE FY 01**

(1 October 2000 through 30 September 2001)

MOD #	CLIN	ACCOUNTING & ACCOUNTING AND APPROPRIATION DATA	AMOUNT
A00036	3002	5713400 301 6444 44212U 030000 56922 00000 660700	\$ 6,394,386.89
A00036	3002	5713400 301 6444 B9210E 030000 56922 00000 660700	\$ 60,000.00
A00036	3002	5713400 301 6444 44212U 030000 56922 00000 660700 FXXXXX	\$ 165,319.67
A00036	3003	5713400 301 6444 44212U 030000 56922 00000 660700	\$ 40,000.00
A00036	3005	5713400 301 6444 B9210E 030000 56922 00000 660700	\$ 20,000.00
A00036	3006	5713400 301 6444 44212U 030000 56922 00000 660700	\$ 25,337.30
A00036	3007	5713400 301 6444 44212U 030000 56922 00000 660700	\$ 33,133.42
A00037	3002	5713400 301 6444 44212U 030000 56922 00000 660700 FXXXXX	\$ (19,083.54)
A00039	3008	5713400 301 6444 44212U 030000 56922 00000 660700 FX3020	\$ 30,000.00
A00039	3009	5713400 301 6444 44212U 030000 56922 00000 660700 FX3020	\$ 19,500.00
A00040	3008	5713400 301 6444 44212U 030000 56922 00000 660700 FX3020	\$ 180,000.00
A00040	3009	5713400 301 6444 44212U 030000 56922 00000 660700 FX3020	\$ 117,000.00
OPTION YEAR TWO TOTAL:			\$ 7,065,593.74



CONTRACT NUMBER F41689-97-C0509

MODIFICATION NUMBER A00040

	(i)	The lost, destroyed, or damaged Government property;	
	(ii)	The time and origin of the loss, destruction, or damage;	
	(iii)	All known interests in commingled property of which the Government property is a part; and	
	(iv)	The insurance, if any, covering any part of or interest in such commingled property.	
I-630.	52.246-25	<b>LIMITATION OF LIABILITY—SERVICES</b>	APR 1984
I-636.	52.247-1	<b>COMMERCIAL BILL OF LADING NOTATIONS</b> (IAW FAR 47.104-4)	APR 1984
I-671.	52.248-1	<b>VALUE ENGINEERING</b> (IAW FAR 48.201(b))	MAR 1989
I-684.	52.249-2	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b> (IAW FAR 49.502(b)(1)(i))	APR 1984
I-692.	52.249-6	<b>TERMINATION (COST-REIMBURSEMENT)</b> (IAW FAR 49.503(a)(1))	MAY 1984
I-696.	52.249-6	<b>ALTERNATE IV</b> (IAW FAR 49.503(a)(4))	APR 1984
I-699.	52.249-8	<b>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</b> (IAW FAR 49.504(a)(1))	APR 1984
I-710.	52.249-14	<b>EXCUSABLE DELAYS</b> (IAW FAR 49.505(d))	APR 1984
I-733.	52.252-6	<b>AUTHORIZED DEVIATIONS IN CLAUSES</b> (IAW FAR 52.107(f))	APR 1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.			
(b) the use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.			
I-748	52.251-1	<b>52.251-1 -- GOVERNMENT SUPPLY SOURCES</b> (As prescribed in 51.107)	Apr 1984
I-750.	52.253-1	<b>COMPUTER GENERATED FORMS</b> (IAW FAR 53.111)	JAN 1991
IA-20.	252-203-7000	<b>STATUTORY PROHIBITION ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES</b> (IAW DFARS 203.170-4)	NOV 1995
IA-22.	252.203-7001	<b>SPECIAL PROHIBITION ON EMPLOYMENT</b> (IAW DFARS 203.570-5)	NOV 1995
IA-24.	252.203-7002	<b>DISPLAY OF DOD HOTLINE POSTER</b> (IAW DFARS 203.7002)	DEC 1991
IA-33.	252.204-7003	<b>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b> (IAW DFARS 204.404-70(b))	APR 1992
IA-34.	252.204-7004	<b>REQUIRED CENTRAL CONTRACTOR REGISTRATION</b> (IAW DFARS 204.7304)	MAR 1998
IA-40.	252-205-7000	<b>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</b> (IAW DFARS 205.470-2)	DEC 1991
IA-90.	252.209-7000	<b>ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (IMF) TREATY</b> (IAW DFARS 209.103-70)	NOV 1995
IA-91.	252.209-7004	<b>REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY</b> (IAW DFARS 209.104-70(d))	SEP 1994

CONTRACT NUMBER F41689-97-C0509  
MODIFICATION NUMBER A00040

(b).(3) Title of Report: Report of Commercial Transactions with the Government of a Terrorist Country

Date of Report:

Contract Number:

Contractor's Name and Address:

Name and Telephone Number if Individual Submitting Report:

Commercial Transactions with the Government of a Terrorist Country:

Country	Nature of Commercial Transaction
_____	_____
_____	_____

IA-152.	252.215-7000	<b>PRICING ADJUSTMENTS</b> (IAW DFARS 215.804-8(1))	DEC 1991
IA-225	252.219-7003	<b>SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)</b> (IAW DFARS 219.708(b)(1)(A))	NOV 1995
IA-227.	252.219-7005	<b>INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS</b> (IAW DFARS 219.708(c)(1)(A))	NOV 1995

For the purposes of this clause the blank is completed as follows:

(a) 0 (to be completed upon contract award)

IA-230.	252.219-7006	<b>NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS</b> (IAW DFARS 219.7003)	MAY 1995
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For the purposes of this clause, the offeror will complete the following, if applicable:

( ) Offeror elects to waive the preference

IA-282.	252.223-7006	<b>PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS</b> (IAW DFARS 223.7103)	APR 1993
IA-293.	252.225-7012	<b>PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</b> (IAW DFARS 225.7002-4(a))	NOV 1995
IA-312.	252.225-7025	<b>FOREIGN SOURCE RESTRICTIONS</b> (IAW DFARS 225.7105(a))	APR 1993
IA-312C	252.225-7026	<b>REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES</b> (IAW DFARS 225.7203)	NOV 1995

CONTRACT NUMBER F41689-97-C0509  
MODIFICATION NUMBER A00040

IA-312H	252.225-7031	<b>SECONDARY ARAB BOYCOTT OF ISREAL</b> (IAW DFARS 225.770-5)	JUN 1992
IA-361	252.228-7001	<b>GROUND AND FLIGHT RISK</b> (IAW DFARS 228.370(b)(1))	DEC 1991
IA-399	252.231-7000	<b>SUPPLEMENTAL COST PRINCIPLES</b> (IAW DFARS 231.100-70)	DEC 1991
IA-422	252.232-7006	<b>REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS</b> <b>UPON FINDING OF FRAUD</b> (IAW DFARS 232.111-70)	AUG 1992
IA-425	252.233-7000	<b>CERTIFICATION OF CLAIMS AND REQUESTS FOR</b> <b>ADJUSTMENT OR RELIEF</b> (IAW DFARS 233.7001)	MAY 1994
IA-632	252.242-7000	<b>POSTAWARD CONFERENCE</b> (IAW DFARS 242.570)	DEC 1991
IA-648	252.243-7001	<b>PRICING OF CONTRACT MODIFICATIONS</b> (IAW DFARS 243.205-71)	DEC 1991
IA-662	252.245-7001	<b>REPORTS OF GOVERNMENT PROPERTY</b> (IAW DFARS 245.505-14(a))	MAY 1994
IA-745	252.247-7023	<b>TRANSPORTATION OF SUPPLIES BY SEA</b> (IAW DFARS 247.573(b))	NOV 1995
IA-764	252.249-7001	<b>NOTIFICATION OF SUBSTANTIAL IMPACT ON</b> <b>EMPLOYMENT</b> (IAW DFARS 249.7002(c))	DEC 1991
(This clause is applicable to all contracts of \$5 million or more and all contracts with subcontracts of \$500,000 or more.)			
IA-770	252.251-7000.	<b>ORDERING FROM GOVERNMENT SUPPLY SOURCES</b> (IAW DFARS 251.107)	MAY 1995

(2) the spaces in the clause are filled with: "F41689-97-C0509 and 82 CONS/LGCA Letter dated 6 February 2001"

equipment. The contractor shall coordinate with the FAC to resolve any conflicts arising from joint use of this equipment.

3.1.3. Materials. The Government will furnish all Department of the Air Force, Department of Defense, local forms, operating memoranda, regulations, technical orders, and computer paper for Government furnished ADPE used to provide reports required by this contract. All publications in use will be provided to the contractor at contract start. The contractor shall establish requirements through the local Government base distribution office for additional requirements. The contractor shall appoint a Customer Account Representative (CAR) and an alternate no later than contract start date to perform duties IAW AFI 37-161 and a Technical Order Distribution Office (TODO) representative and alternate, to perform duties IAW T.O. 00-5-2. The Government will furnish the required training for the CAR, TODO representatives, and alternates.

3.1.3.1. Effective 15 November 2000, and throughout the duration of the contract, subject to budgetary constraints (Ref to paragraph 1.1.2.1.), the contractor shall provide spare parts and bench stock, consumables, the special tools to repair the assigned trainers, (GITA, historical/static displays and support equipment), and office equipment, except for those spare parts and bench stock items which are coded for local manufacture. The contractor shall obtain furnished items by requisition/local manufacture purchase utilizing procedures in AFMAN 23-110. The Government will reimburse the contractor for such purchases in accordance with Section B, CLINs \_008 and \_009. The Government will provide supply training courses outlined I AFMAN 23-110 to the contractor (Ref TE-9). Throughout the duration of the contract, subject to budgetary constraints (Ref. to paragraph 1.1.2.1.), the Government will furnish spare parts, special tools, equipment, office furniture, ADPE and bench stock, etc. available through base supply. The contractor shall obtain prior approval from the ACO for materials purchases, except for those listed in Technical Exhibit 10 (materials purchased by the contractor, PWS, paragraph 5.4. requirements apply). At Vandenberg AFB, CA the government will furnish spare parts and bench stock, consumables, and special tools to repair the assigned trainers, support equipment, and office equipment and ADPE. At the end of the contract the contractor shall return all residual inventory to the Government.

3.1.3.1.1. The Government will provide, through the Standard Base Supply System (SBSS), e.g., computer paper for CAMS and PAMS reporting, binders for mandatory T.O. files, etc. Each contractor request shall be approved for processing through the SBSS by the CO or designated representative.

3.1.3.2. The Government will furnish an initial inventory common hand tools, special tools, and local manufacture special tools listed in TE-5E. When tool replacement becomes necessary, the contractor shall replace common hand tools with items of equal or higher quality at the contractor's expense. The Government will replace those items listed in TE-5E indicated Government Furnished (GF/GFM). Lost/missing tools will be replaced at the contractor's expense with items of equal or higher quality. At the end of the contract, the contractor shall return to the Government all tools signed for as listed in TE-5E.

3.1.4 Government Property Control. The contractor shall submit a written, comprehensive Property Control Plan covering all materials and equipment issued as GFP/GFE listed in the TEs of this contract. The plan must outline how the contractor will control, account for, and inventory all GFP/GFE, including property under the control of subcontractors. The contractor may utilize existing automated and non-automated inventory control systems to augment, but not substitute for, an overall property control program. The plan must be submitted for acceptance to the CO NLT the pre-performance conference. Proposed changes to the plan must be accepted by the CO prior to implementation.

### 3.2. SERVICES.

3.2.1. Utilities. The Government will furnish utilities related services which are required for the operation of the facilities provided. These utilities include heating, fuels, gas, electricity, water and sewerage.

3.2.2. Postal/Installation-Distribution. Official Government/contractor mail that is addressed to or from a Government agency and generated as a result of performance under this PWS will be handled via the Base Information Transfer System (BITS) at Government expense. Number and place of pickup/delivery points will be determined per organizational structure. Non-Government mail to or from the contractor must be handled through a non-DOD post office.

3.2.3. Telephone. The Government will furnish on base, non-toll local area off-base, long distance and Defense Switching Network (DSN) telephone service to make necessary Government official telephone calls to perform the contract. The number of local area long distance, and DSN access telephones will be limited to a number adequate to perform the mission. Government furnished telephones will be limited to a number adequate to perform the mission. The contractor shall comply with telephone service requirements as described in AFI 33-111. The contractor shall ensure that use of the government furnished long distance commercial telephone service is for satisfying contract requirements only. The contractor's use of government furnished commercial long distance

telephone service is strictly prohibited for personal or company related business.

3.2.4. Custodian Services. The Government will provide custodian services with the exception of the requirements stated in paragraph 4.2.

3.2.5. Refuse Collection. The Government will provide garbage, trash, and refuse pickup and disposal service from outdoor refuse containers.

3.2.5.1. The Government will provide temporary storage facilities for hazardous chemicals and waste generated and accumulated by the contractor in the course of the maintenance activities required by this PWS.

3.2.6. Insect and Rodent Control. The Government will furnish insect and rodent control for contractor-utilized Government provided facilities.

3.2.7. Grounds Maintenance. The Government will provide grounds maintenance with the exception of the requirements stated in paragraph 4.5.

3.2.8. Equipment Maintenance. Maintenance of equipment in TEs -5B, -5C, and -5D which is beyond user maintenance, as verified by the QAE, will be furnished by the Government. Maintenance of Land Mobile Radio (LMR) System as listed in TE-5D is specified in paragraph 3.2.8.2.

3.2.8.1. The Government will furnish LMR equipment to the minimum extent necessary for mission accomplishment. (Ref TE-5D for Government furnished LMR equipment).

3.2.8.2. The Land Mobile Radio maintenance support will be provided by contract with radio maintenance vendors for LMR equipment as listed in TE-5D. The contractor shall not attempt to repair Government furnished LMR equipment.

3.2.9. Security Police and Fire Protection. The Government will provide security police and fire protection.

3.2.10. Automated Data Processing (ADP). The Government will furnish ADP to the minimum extent necessary for mission accomplishment. (Ref TE-5F for Government furnished ADP equipment.) All Government furnished ADP equipment will only be used for controlling and tracking maintenance related data and information. The contractor shall not use Government furnished ADP equipment or services for non-contract related programs, initiatives, or any other purpose. Processing classified information on assigned ADP equipment is not authorized.

3.2.10.1. The Government will furnish the required automated data processing equipment (ADPE) and applications software necessary for mission accomplishment as listed in TE-5F. The contractor, ADPE control officer, and the trainer and equipment maintenance ADPE custodian will conduct a joint inventory of ADPE and software prior to the contractor assumption of each area. ADPE equipment shall be signed for by the day of full assumption in each area. Subsequent to the assumption of ADPE equipment, a 3-month ADPE evaluation will be conducted by the ADPE control officer, data base manager, QAE, and the contractor to determine if ADPE and software furnished is adequate. All ADPE deletions or additions must be submitted through the CO to the Communication Computer Systems Requirements Board (CSRB) IAW AFIs 33-104, 33-101, and 33-112. Prior to CAMS or PAMS equipment being declared excess, the HQ AETC/LGM CAMS or PAMS Program Manager shall be notified in writing through the CO.

3.2.10.2. The contractor shall comply with all computer system and ADPE accountability procedures required by the Government, including appointment of an ADPE custodian, (IAW AFI 33-112) conducting inventories as changes occur, and periodic inspections by base officials to ensure compliance in these areas. The Government will furnish ADPE custodian training.

3.2.10.3. The contractor shall comply with all security measures required by the Government, including initial risk analysis. Risk analysis is determining if the facility is securable, and if the computer equipment will be properly stored. The Government will conduct Security Test and Evaluations (STE) performed at the required intervals to ensure compliance in these areas. STEs are tests given to ensure personnel operating the computer are aware of the required security regulations IAW AFSSI -4005.

3.2.10.4. ADPE maintenance support will be provided through Government vendors as defined in TE-5E. The contractor is authorized to make minor repairs in order to maintain the operability of the equipment, to include software/hardware upgrades.

3.2.11. Transportation. The Government will furnish the required vehicles or suitable substitutes as listed in TE-5G. The contractor and base vehicle operations will conduct a joint inventory of all Government furnished vehicles not later than 5 days prior to the start of the basic contract. Vehicles shall be signed for by the contract start date. The Government will provide a list by type and registration number of Government vehicles to the contractor during the joint inventory date or upon request. All vehicle additions or deletions must be approved by the Base Vehicle

Authorization Utilization Board. The contractor shall designate a primary and alternate Vehicle Control Officer (VCO) to receive and account for all Government furnished vehicles. The contractor shall perform user maintenance and comply with the procedures concerning Government vehicles IAW AFMAN 24-306, AFI 24-301, AFI 24-302, AFM 77-310, Vol I, and AETCI 21-101. Fuel, oil and lubricants will be furnished by the Government for vehicles listed in TE-5G. Maintenance beyond user maintenance is provided by the base vehicle maintenance shop as listed in TE-5G. The contractor shall not attempt to repair Government furnished vehicles beyond user maintenance. Vehicle substitutions are at the discretion of the FAC. If the contractor feels a substitution vehicle is inadequate to meet mission needs, the contractor may submit a written statement to the CO who will contact the FAC for resolution. However, the FAC has final determination in vehicle substitutions.

3.2.11.1. Vehicle user maintenance will be performed by the vehicle operator. This maintenance includes, but is not limited to, cleaning, waxing, pre-use inspections, operational checks, tightening of nuts, bolts, and screws, mirror adjustments, tire pressure checks, fluid level check/servicing, use of the Operators Inspection Guide and Trouble Report for appropriate vehicles IAW AFI 24-302, and any organizational (operators) maintenance required in Air Force manuals and regulations identified in paragraph 3.2.11. of this performance work statement.

3.2.11.2. Base Vehicle Operations, the CO, QAE, and contractor's VCO will, during the joint inventory date or at the contract start date, establish a minimum mission essential vehicle level list. The Base Vehicle Authorization Utilization Board must approve all mission essential vehicle listings. This list will be reviewed annually or as often as deemed necessary to reflect changes in the mission. Vehicle Maintenance priority procedures are covered in AFI 24-302.

3.2.12. Facilities Maintenance. The Government will provide real property and real property installed equipment maintenance for Government provided facilities IAW AFI 32-8004. Emergency problems are reported to the Base Civil Engineer (BCE) Service call desk. Routine maintenance and facility modification requests are submitted by the contractor by completing AF Form 332, and sending the form to the BCE.

3.2.13. Emergency Medical Services. The Government will provide emergency medical treatment and emergency patient transportation service for contractor personnel. The contractor shall reimburse the Government for the cost of medical treatment and patient transportation service at the current inpatient/outpatient treatment rate as appropriate.



3.2.14. Printing/Duplication Support. The Government will furnish printing/duplication service for Official Government reproduction only, e.g., reports, studies, etc.

3.2.14.1. Reprographics Services. The Government will provide reprographics services as required by the contractor in performance of the PWS. The contractor shall control copier use IAW AFI 37-162.

3.2.15. Classified Storage. The Government will provide the contractor with classified storage to the extent necessary for contract performance.

3.2.16. Bioenvironmental Engineering (BEE) Support. The base BEE office will provide support to contractor workplace activities IAW AETC Sup 1 to AFI 48-101 and IAW current HQ AETC/SGPB policy letter guidance. A copy of the most current guidance will be provided to the contractor. BEE support will generally include industrial hygiene and environmental protection surveillance of Government-Furnished facilities (GFF), Equipment (GFE), and Materials (GFM). These evaluations are intended to ensure potential hazards emanating from GFF, GFE, and GFM are recognized and quantified where possible. BEE evaluation will not include personal monitoring or any conclusions or recommendations about personal exposure assessments for contractor employees.

3.2.16.1. Exposure Monitoring. Hazardous energy emitters (noise, ionizing radiation, radio frequency radiation, radiant heat, etc.) resulting from GFF or GFE will be evaluated by the BEE IAW current HQ AETC guidance. Airborne levels of chemicals, fumes, and particulates may be sampled by the BEE to: assess local exhaust ventilation system design performance; determine the adequacy of emergency cleanup efforts; or, to determine the baseline performance parameters of newly installed, Government-Furnished engineering controls. The adequacy of engineering controls and the need for health related personal protective equipment must be based on personal exposure monitoring conducted by the contractor. An area monitoring approach will be used by the BEE and results will be made available to the contractor through the CO as spelled out by current HQ AETC/SGPB guidance.

3.2.16.2. Documentation. Industrial workplace case files (IWCFs) will be maintained by the BEE office IAW AFOSH Standard 161-17, except that no personal exposure monitoring data, training summaries, logs, or medical surveillance information will be generated or maintained by the BEE for contractor employees. Contractor IWCFs will include reports and data collection forms generated as a result of baseline, annual and special purpose survey evaluations. The contractor can review and copy data contained in the IWCFs upon request.

3.2.16.3. Survey Reports. The BEE will generate reports of evaluations for all baseline and annual workplace surveys and for most special purpose surveys. The reports will be forwarded to the contractor through the CO. Recommendations will be limited as per HQ AETC/SGPB guidance and will generally cover actions needed to correct problems associated with GFF, GFE, and GFM.

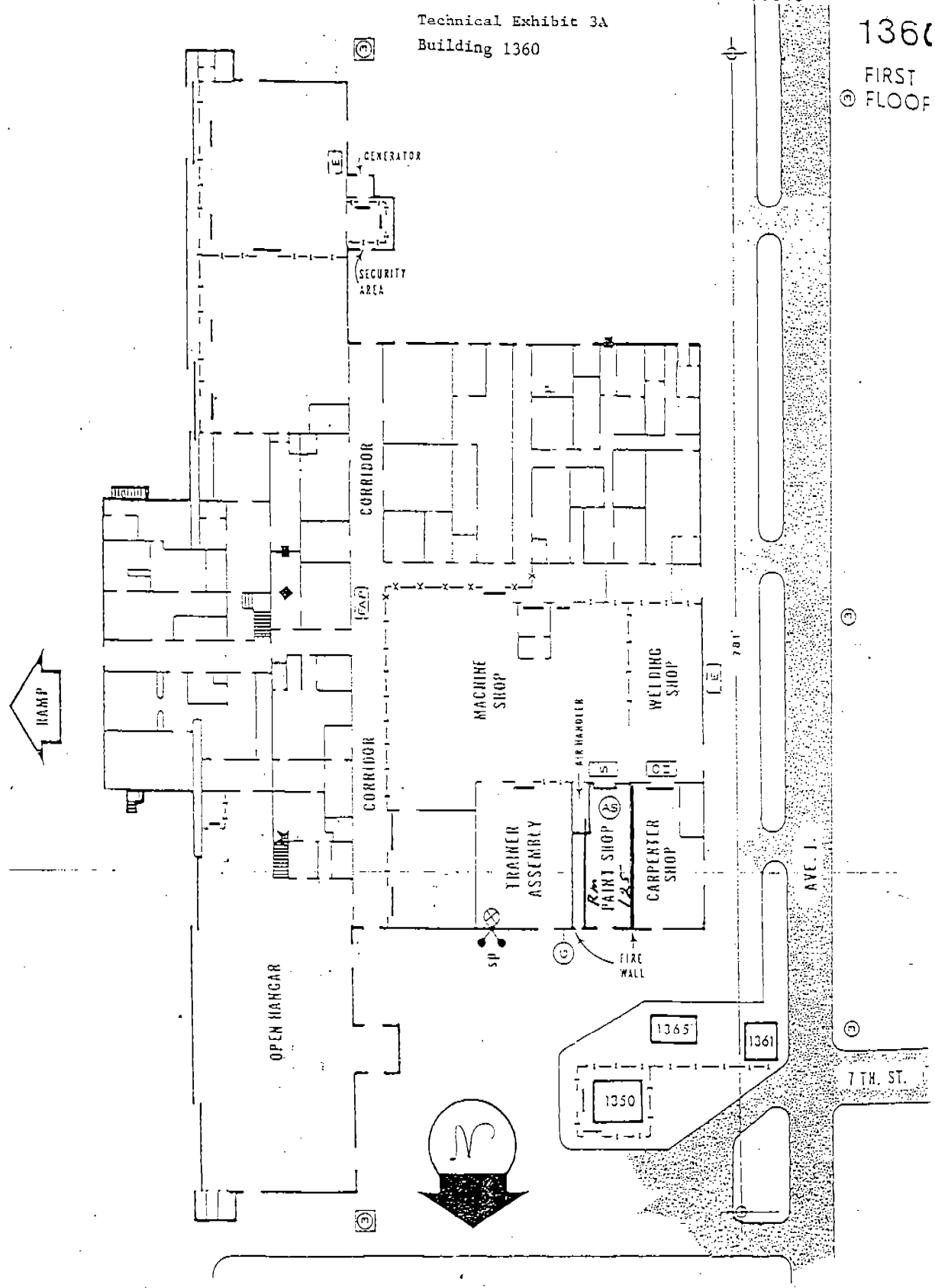
3.2.16.4. Hazard Communication Program. The contractor shall maintain Material Safety Data Sheets (MSDSs) in each affected work area/job site for all hazardous chemicals used during the contract period. The MSDSs and OSHA-mandated (29 CFR 1910.1200) hazardous chemical inventory shall be available for review by the Government personnel at any time during the performance of this contract. The contractor is responsible for obtaining MSDSs for all hazardous chemicals used in contractor work areas. The BEE will follow the guidance in AFOSH Standard 161-21 in assisting the contractor when the contractor to sign a nondisclosure agreement prior to access to the MSDS.

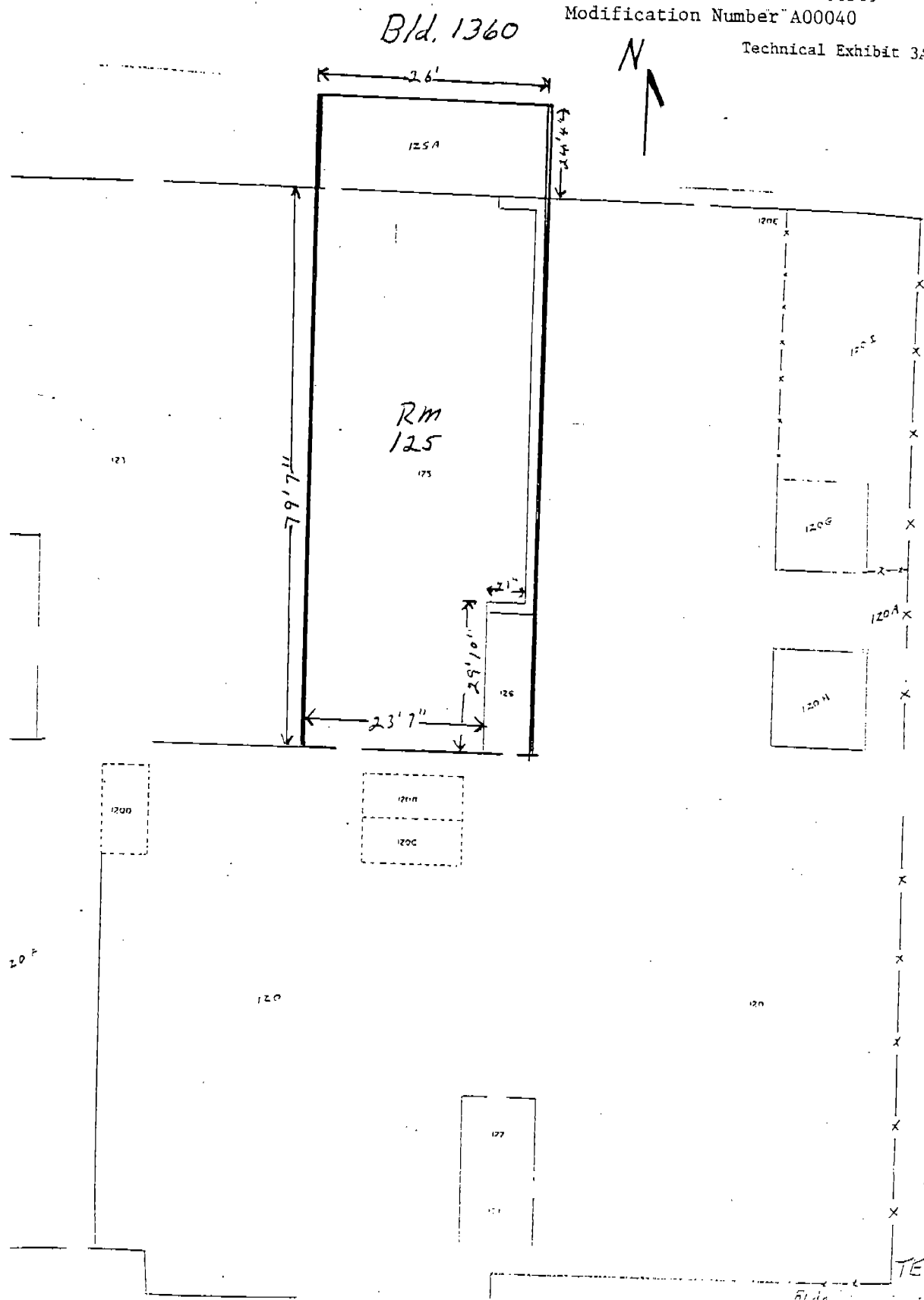
3.2.16.5. Environmental Protection. The BEE will make baseline and annual evaluations of all contractor workplaces where there are environmental pollution/waste management concerns. Evaluations will follow HQ AETC/SGPB guidance. The contractor is required to comply with all local, state, federal, Air Force, and base environmental standards, policies, and procedures.

3.2.17. Hazardous/Toxic Waste Disposal. The Government will provide handling and disposal instructions and service for hazardous chemicals and waste generated by the contractor in the course of the maintenance activities required by this contract.

Technical Exhibit 3A  
Building 1360

1360  
FIRST FLOOR





**TECHNICAL EXHIBIT 5A**

**GOVERNMENT FURNISHED FACILITIES**

The government will furnish the contractor the following office space and facilities as indicated. Real property will be provided by the government.

<b>BUILDING NUMBER AND/OR AREA</b>	<b>ROOM</b>	<b>USE</b>
<b>SHEPPARD AFB, TX</b>		
1360	100	Reception Area
1360	100A	Hall
1360	100B	Hall
1360	101	Office
1360	102	Secretary
1360	103	Office
1360	104	Closet
1360	105	QC
1360	105A	Office
1360	105B	Hall
1360	106	Production Management Center
1360	107	Job Control
1360	108	Record Storage
1360	110	Break Room
1360	111	Storage Room
1360	112	Maintenance Manager
1360	113	Conference Room
1360	114	TODO/Deficiency Analysis
1360	115	MSL
1360	115A	Training Management
1360	115B	Turn in Storage
1360	116	Data Management
1360	117	Computer Room
1360	118	Production Manager
1360	119	Documentation
1360	125	Corrosion Control Room
1360	130	Hydraulics
1360	131	Nicad Battery
1360	132	Office
1360	133	Tool Room